

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS

AJA SPOONER and
DIRECTOR OF THE NEW JERSEY DIVISION
ON CIVIL RIGHTS,

Complainants,

v.

DONNA FERRARO,

Respondent.

OAL DOCKET NO. CRT 15586-12
DCR DOCKET NO. HJ01RW-62204

ADMINISTRATIVE
CONSENT ORDER

WHEREAS, Aja Spooner (“Complainant” or “Spoonster”) filed a verified complaint with the New Jersey Division on Civil Rights (“Division”) on April 26, 2011, with Docket No. HJ01RW-62204, alleging that Respondent Donna Ferraro (“Respondent” or “Ferraro”) made discriminatory remarks based on her race when she responded to an advertisement for rent of an available apartment in violation of the New Jersey Law Against Discrimination; and

WHEREAS, Complainant’s April 26, 2011 complaint was dual-filed with the Federal Department of Housing and Urban Development (“HUD”) under Docket No. 02-11-0468-8, alleging that the conduct also violated the Federal Fair Housing Act; and

WHEREAS, the Division conducted an investigation into the allegations of the April 26, 2011 complaint and, following that investigation, the Director of the Division issued a Finding of Probable Cause on October 26, 2011; and

WHEREAS, in the public interest, the Director was added as a complainant in the matter; and

WHEREAS, the complaint that was subject to the October 26, 2011 Finding of Probable Cause was transmitted to the Office of Administrative Law for a plenary hearing, and assigned OAL docket no. CRT 15586-12; and

WHEREAS, Complainant filed a second verified complaint with the Division on March 26, 2012, with Docket No. HJ01RT-62901, alleging that Respondent took unlawful reprisals against her following the October 26, 2011 finding of probable cause by filing unwarranted criminal charges against Complainant, which were ultimately dismissed; and

WHEREAS, Complainant's March 26, 2012 complaint was dual-filed with the Federal Department of Housing and Urban Development ("HUD") under Docket No. 02-12-0455-8, alleging that the conduct also violated the Federal Fair Housing Act; and

WHEREAS, Respondent denies the allegations in both the April 26, 2011 and March 26, 2012 verified complaints; and

WHEREAS, the parties engaged in mediation at the Office of Administrative Law and desire to resolve the matter without the necessity of a public hearing; and

WHEREAS, it is now the intention of the parties to settle, compromise, and resolve, in good faith, the differences, disagreements, and disputes that exist or may exist between them arising from the matter bearing docket no. HJ01RW-62204;

IT IS, THEREFORE, on this 12th day of PES, 2015, ~~2014~~, ORDERED and

AGREED as follows:

LAD COMPLIANCE

1. Respondent will refrain from doing any act that violates the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (the "LAD"). Specifically, Respondent will not discriminate against any person because of familial status, race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, gender, sexual orientation, gender identity or expression, disability, pregnancy status, or source of lawful income in the sale, rental, advertisement, assignment, lease, or sublease of any real property under her ownership or control.

MONITORING

2. For a period of two years following the execution of this Consent Order by all parties, the Division will monitor Respondent's rental practices to ensure compliance with fair housing laws. Within 60 days of the effective date of this Consent Order, Respondent will establish a system to maintain records of all prospective tenants who complete applications for rental housing. These records will include, at minimum, the names and contact information (address, phone number, and e-mail address if applicable) of prospective tenants, the type of rental unit sought, whether the applicant was offered the opportunity to rent a unit, and the reason for any rejection. Respondent shall also maintain copies of any advertisements related to vacancies at any rental property owned or operated by Respondent. Respondent will maintain the records for a period of at least three years, or longer if otherwise required by law.

3. Respondent will contact the Division, via Housing Manager Elizabeth Russian, New Jersey Division on Civil Rights, 140 E. Front Street, 6th Floor, Trenton, New Jersey 08625-0090, email address Elizabeth.russian@njcivilrights.gov, whenever a unit at any rental property owned or operated by Respondent becomes available for rent at any time during the time period beginning at the execution of this agreement and ending on December 31, 2016, and provide the Division with a copy of any notices or advertisements posted or published related to the vacancy.

4. Respondent shall provide the Division, via Housing Manager Elizabeth Russian, a report each time a rental vacancy is filled during the time period beginning at the execution of this agreement and ending on December 31, 2016. The reports are to, at minimum, include the following information with respect to each vacancy filled: (1) when the unit became available; (2) how the vacancy was advertised (attaching copies of all advertisements); (3) the number of applicants for the vacant unit; (4) a copy of each rental application and contact information for each applicant; (5) the reason(s) why Respondent chose a particular applicant for the unit; and (6) the reason(s) unsuccessful applicants were not chosen. Any report required under this paragraph shall be filed within 15 days of the rental vacancy being filled. Should Respondent file a certification under oath with the Division stating that she no longer plays any part at all in screening or selecting tenants, or otherwise managing the rental properties, the reports outlined in this paragraph shall not be required to be filed.

5. Respondent shall advise the Division in writing if at any point during the time period beginning at the execution of this agreement and ending on December 31, 2016, she no longer owns, operates or manages rental property in the State of New Jersey. Respondent shall provide the Division with the name and address of any third party that is employed or engaged for the purpose of managing or otherwise responsible for renting available units during the time

period beginning at the execution of this agreement and ending on December 31, 2016. Respondent shall also advise the Division within 30 days if she purchases any additional rental property in New Jersey during the time period beginning at the execution of this agreement and ending on December 31, 2016.

MONETARY PAYMENT

6. Respondent will pay to Aja Spooner the sum of Eight Thousand Dollars (\$8,000.00) in one payment, in full, fair and final settlement and release of any and all rights, claims, remedies and/or defenses that have been asserted or could have been asserted in this proceeding and in any and all other proceedings in any and all other forums and courts of competent jurisdiction, at law and in equity, arising out of the allegations of unlawful discrimination set forth in Spooner's verified complaint to the Division dated April 26, 2011 bearing docket no. HJ01RW-62204 and the Division's Finding of Probable Cause dated October 26, 2011. A check made payable to "Aja Spooner" will be delivered to the attention of Deputy Attorney General James Michael, New Jersey Office of the Attorney General, 124 Halsey Street, P.O. Box 45029, Newark, New Jersey, 07101, within 15 days of the date this Consent Order is fully executed, for delivery to Spooner. Should Respondent fail to make the payment required in this paragraph in a timely manner, Complainant shall retain the option of declaring this agreement void, and reinstituting the complaints bearing docket numbers HJ01RW-62204 and HJ01RT-62901.

EFFECT ON COMPLAINT WITH DOCKET NO. HJ01RT-62901

7. Complainant agrees to withdraw from the Division on Civil Rights the complaint bearing docket no. HJ01RT-62901. However, the parties acknowledge that Complainant shall not be precluded from filing a private enforcement action pursuant to 42 U.S.C. 3613 concerning

the allegations of unlawful discrimination contained in the complaint bearing docket no. HJ01RT-62901. Respondent agrees that should any such private enforcement action be filed, she shall not argue that such action is precluded by this agreement.

GENERAL PROVISIONS

8. Nothing in this Consent Order shall in any manner be construed as an admission of any liability whatsoever, and the parties agree that this Consent Order does not constitute any admission or finding of liability or fault of any kind as to any party.

9. Nothing in this Consent Order shall in any manner be construed to limit or affect the rights of any persons, other than the parties to this Consent Order, who may have a claim against Respondent or any individual or entity involved in this matter.

10. The parties to this Consent Order acknowledge that for the purpose of enforcement of this Consent Order, New Jersey law shall govern the terms and provisions herein.

11. As used in this Consent Order, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.

12. The parties to this Consent Order represent that a person authorized to sign a document legally binding each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

13. This Consent Order constitutes the entire agreement between the Director, Spooner, and Ferraro, with respect to its subject matter. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties to be bound by such addition, deletion, or change.

14. The parties to this Consent Order have negotiated and fully reviewed its terms. Uncertainty or ambiguity shall not, therefore, be construed against the drafter.

15. This Consent Order is executed in settlement of the allegations made against Ferraro in the above-captioned matter, and shall not be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey.

16. If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

17. This Consent Order shall be binding upon the parties to this agreement and their successors. In no event shall assignment of any right, power or authority avoid compliance with the terms of this Consent Order.

18. In the event that Respondent defaults on any provision of this Consent Order, Respondent consents to the entry of this Consent Order in New Jersey Superior Court for the purpose of enforcement.

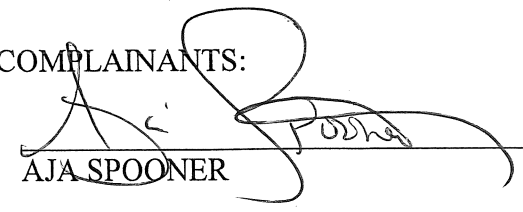
19. Any signature required for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Consent Order.


CRAIG SASHIHARA, DIRECTOR
NEW JERSEY DIVISION ON CIVIL RIGHTS

THE PARTIES CONSENT TO THE FORM, CONTENT,
AND ENTRY OF THIS CONSENT ORDER:

FOR COMPLAINANTS:

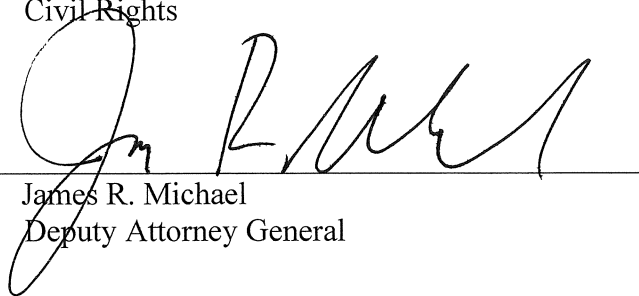
By:


AJA SPOONER

DATED: 2/12/15

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for New Jersey Division on
Civil Rights

By:

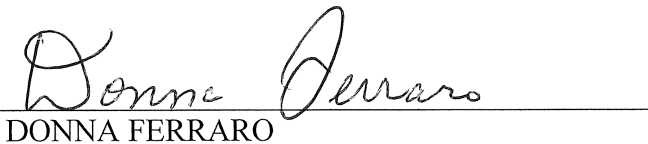

James R. Michael
Deputy Attorney General

DATED:

2/12/15

FOR RESPONDENT:

By:


DONNA FERRARO

DATED:

2/9/15

LAW OFFICE OF SUSAN FERRARO
Attorney for Respondent

By:


SUSAN FERRARO, ESQ.

DATED:

2/9/15